## **EXHIBIT 52**

to the Declaration of Dean M. Harvey in Support of Plaintiffs' Opposition Briefs

**REDACTED VERSION** 

Adobe					
NDA COVER SHEET Scanning Project					
Contract Group					
<b>V</b>	Non-Disclosure				

Name of Other Party:

Apple
Effective Date: 12.6-25
Termination Date:
Contract Term:

\* For example, 1 year, auto renew, etc.

## ADOBE SYSTEMS INCORPORATED AGREEMENT FOR DISCLOSURE OF ADOBE INFORMATION AND ASSIGNMENT

Effective	Date:_	December	<u>(4)</u>	1995

This Agreement is made by and between APPLE COMPUTER, INC., having a principal place of business at 1 Infinite Loop, Cuperting, (the "Recipient") and ADOBE SYSTEMS INCORPORATED and its subsidiaries and affiliates, having a principal place of business at 1585 Charleston Road, P.O. Box 7900, Mountain View, California 94039-7900 ("Adobe").

## **RECITALS**

WHEREAS, Adobe owns certain computer programs known as the Adobe Photoshop software; and

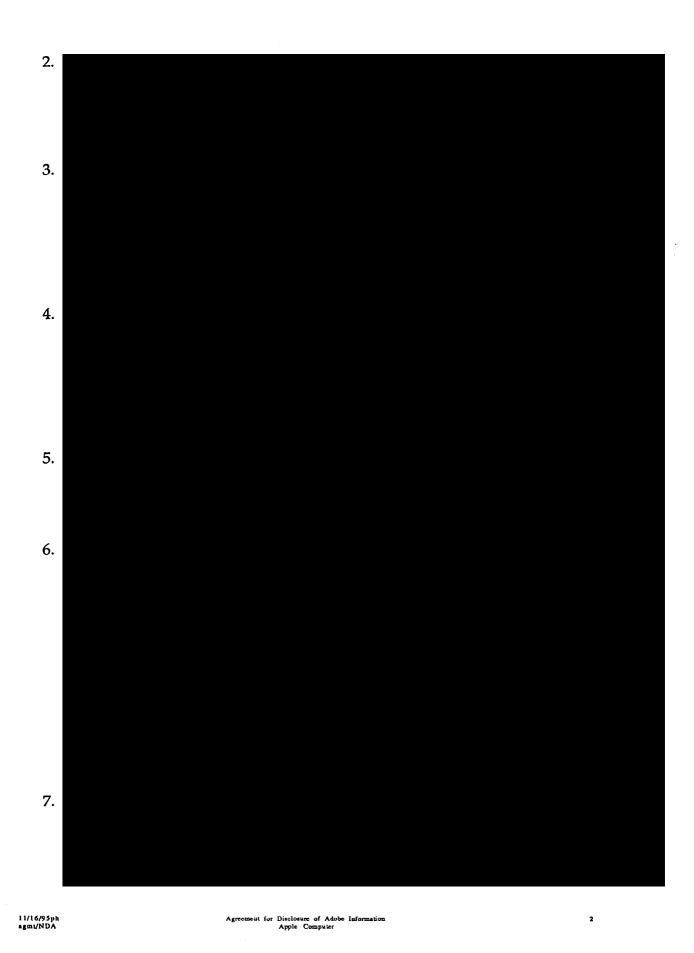


WHEREAS, during the course of the Project, certain employees of Recipient were or will be disclosed of and had or will have access to, at Adobe's premises, certain confidential information of Adobe, including, without limitation, the source code to Adobe Photoshop.

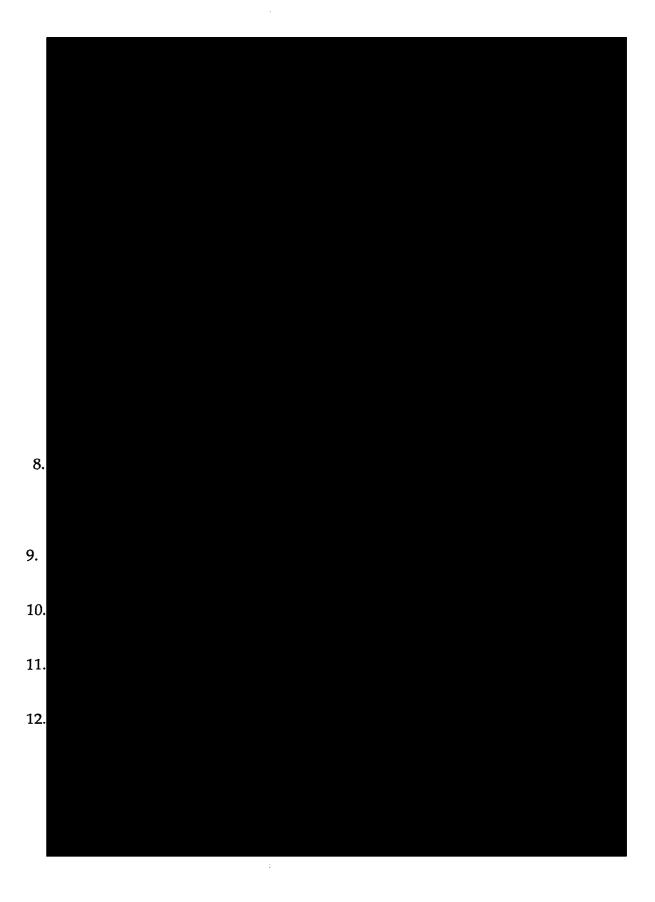
NOW THEREFORE, the parties agree as follows:



11/16/95ph agmt/NDA Agreement for Disclosure of Adobe Information
Apple Computer



ADOBE\_110370 Confidential – Attorneys' Eyes Only



11/16/95ph agmt/NDA Agreement for Disclosure of Adobe Information
Apple Computer



IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate as of the date first written above.

"Adobe"

ADOBE SYSTEMS INCORPORATED

"Recipient"

APPLE COMPUTER, INC.

Print

SANJOY GHOSH

Title: FCHNICAL STAFF

11/16/95ph agmt/NDA

Agreement for Disclosure of Adobe Information Apple Computer

"Recipient"

APPLE COMPUTER, INC.

By: <u>Finge</u>

By: <u>Worma</u>

Print

Name: <u>ERIC FINGER</u>

Name: <u>Kevin Nomura</u>

Title: Performance Tools DRI Title: Saftware ensineer

"Recipient"

APPLE COMPUTER, INC.